

Resolution #2016-41

To Approve the Memorandum of Understanding with Albion College for the River Trail Expansion Project

Purpose and Finding: Currently the City is seeking to proceed with the River Trail Expansion Project. Albion College has agreed to act as general contractor on the project since they will be able to address the up-front costs associated with the project. The project is subject to reimbursement through the Michigan Department of Natural Resources, up to \$294,000.00. The City will in turn reimburse Albion College pursuant to Memorandum of Understanding (MOU) for expenses incurred during the project. The River Trail Expansion Project will continue to enhance the resources available to the public within the City of Albion.

Council Member French moved, supported by Council Member Decker, to approve the following resolution.

RESOLVED, that the Memorandum of Understanding between the City of Albion and Albion College for the River Trail Expansion Project, which is hereby incorporated by reference, is hereby approved.

I hereby certify that the above resolution was adopted on June 20, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes 6

Nays 0

Absent 1 (Braun)

Jill Domingo
Jill Domingo, Albion City Clerk

MEMORANDUM OF UNDERSTANDING

The City of Albion ("City"), located at 112 W. Cass St., Albion, MI 49224, and Albion College ("College"), located at 611 E. Porter St., Albion, MI 49224, desire to enter into an agreement to allow the College to act as general contractor for the Albion River Trail Expansion Project. In furtherance of that goal, the parties herein hereby enter into an agreement regarding the same with the following terms:

- ✓1. The Parties understand that the Albion River Trail Expansion Project is eligible for reimbursement from the Michigan Department of Natural Resources ("DNR") under a separate agreement between the City and DNR;
2. The College will act as general contractor and incur the costs of the construction, engineering, and all project-related expenses for the Albion River Trail Expansion Project. In acting as general contractor, the College will assume any and all responsibility for construction, engineering and coordination of the Albion River Trail Expansion Project;
3. The College will submit all receipts as they relate to the Albion River Trail Expansion Project to the City for Reimbursement within 30 days of incurring the cost;
4. In exchange for the College incurring the up-front costs of the Albion River Trail Expansion Project, the City shall submit the receipts supplied by the College to ✓DNR for reimbursement;
5. The City will reimburse the College for the expenses incurred with the funds received from DNR. The parties understand that reimbursements are not to exceed two-hundred ninety four thousand dollars (\$294,000.00), or 74% of three-hundred ninety eight thousand two-hundred dollars (\$398,200.00);
6. This Agreement shall be construed under the laws of the State of Michigan. Any and all claims, disputes, lawsuits, controversies, actions, or litigation arising out of this agreement shall be brought in either the 10th District Court or the 37th Circuit Court for Calhoun County, Michigan.
7. The term of this agreement shall be from the date of signing through April 30, 2018. ✓
8. This agreement may be terminated by either party with sixty (60) days written notice to other party.

9. The College, its agents, employees and volunteers agree that they are not employees of the City and are not entitled to receive salary, benefits or other compensation of any type relative to any services provided to and/or on behalf of the City. The College understands that it does not qualify for workers' compensation benefits and shall not receive personal medical insurance benefits for any injuries it may incur while acting as general contractor during the Albion River Trail Expansion Project;
10. The College agrees to indemnify, release and hold harmless the City, together with its elected and appointed board members, officials, employees, agents, representatives, from any responsibility or liability for personal injury, including death, and damage to or loss of property whatsoever, that may occur while the College is performing under this agreement as general contractor. The College further releases and holds harmless the City, together with its elected and appointed board members, officials, employees, agents, representatives from any liability or responsibility, including but not limited to that which may be due to the actions or inactions of the City, while the College is engaging in activities pursuant to this agreement;
11. This agreement contains the complete expression of the agreement between the College and the City, on the subjects contained herein and there are no other oral or written agreements or understandings between the entities and the College concerning these subjects. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated. This Agreement may be modified or amended only by subsequent written agreement approved by the authorized representatives of the City;
12. Both parties herein agree that the use of the property described herein is for a public purpose and for the benefit of the public;

IN WITNESS WHEREOF, the parties have executed this memorandum of understanding as of the date below.

Albion College

Signed: _____

Jerry L. White, VP Finance and Admin.

City of Albion

Signed: _____

Sheryl Mitchell, City Manager

Date: 6-15-16

Date: _____